

**CORPORATE INTEGRITY AGREEMENT
MARK S. GORCHESKY, MD**

I. Preamble

A. This Corporate Integrity Agreement ("CIA") is agreed to by and between Mark Gorchesky, MD, and the Office of Inspector General of the United States Department of Health and Human Services ("OIG").

B. All of the persons and entities listed above shall be referred to collectively herein as the "Parties."

C. On December 22, 1997, OIG entered into a CIA with Altoona Anesthesia Associates, P.C. (AAA), and its individual doctors. Dr. Gorchesky was one of the signatories to that CIA. Pursuant to paragraph I.E of the AAA CIA, Dr. Gorchesky has informed OIG that he is no longer a member of AAA and that his sole job now is as an employee with the University of Florida Hospital.

D. Pursuant to paragraph I.E of the AAA CIA, Dr. Gorchesky has entered into this new CIA.

E. Dr. Gorchesky agrees to pursue the courses of action set forth in this new CIA to ensure that he fully and accurately complies with Medicare and Medicaid statutes, regulations, and program requirements.

II. Terms and Conditions

A. Duration of CIA

This CIA and its obligations will take effect on the last date listed among the signature lines at the end of the CIA. It will remain in effect for five (5) years thereafter.

B. Training

1. Dr. Gorchesky has represented to OIG that his new employer, the University of Florida Hospital, provides its doctors with a two-hour training program conducted by an outside firm and a three-hour in-house training program. Among other things, these training programs cover the following topics:

- a. the proper billing standards and procedures for the submission of accurate bills

for services rendered provided to Medicare and Medicaid;

b. all applicable statutes, regulations, and guidelines related to Medicare and Medicaid billing, reimbursement, and fraud and abuse;

c. the personal obligation of each individual involved in the billing process to ensure that such billings are accurate;

d. the legal sanctions for improper billings;

e. the requirements of the Hospital's compliance program; and

f. the Hospital's policies regarding disciplinary actions for employees who fail to abide by the applicable Medicare and Medicaid statutes, regulations and guidelines and the requirements of the Hospital's Corporate Integrity Program.

2. Dr. Gorchesky agrees that for the next five years, he will participate in these University of Florida Hospital training programs on an annual basis.

3. In the event the University of Florida Hospital no longer provides such training or Dr. Gorchesky is no longer employed by the University of Florida Hospital, he will arrange to participate in another training program that covers the same topics listed above for the same number of hours.

4. Upon completion of each year's training, Dr. Gorchesky will send to OIG written certification that he has fully complied with the training provisions of the CIA.

C. Audits

Dr. Gorchesky has represented to OIG that the University of Florida Hospital conducts audits of all Medicare and Medicaid billings for his services. If any such audit indicates material deficiencies in Dr. Gorchesky's Medicare or Medicaid billing, Dr. Gorchesky will promptly notify OIG in detail of the precise nature of the deficiency and actions taken to correct it. A material deficiency is one that has a significant, adverse impact on the Medicare or Medicaid programs. At the end of each 12 month period following execution of this CIA, Dr. Gorchesky will send OIG an annual summary of the results of these audits.

D. Reports

1. All notifications, reports, certifications, disclosures, and other documents that the CIA requires Dr. Gorchesky to submit to OIG shall be sent to:

Civil Recoveries Branch - Compliance Unit
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services
Cohen Building, Room 5527
330 Independence Avenue, S.W.
Washington, D.C. 20201
(202) 619-2078

2. All of OIG's contacts with Dr. Gorchesky shall be made at the following address:

University Medical Center
655 West Eighth Street
Jacksonville, Florida 32209-6595
904 549 4195 (work)
850 817 3544 (beeper)

E. Cooperation

An obligation under the terms of this CIA shall be Dr. Gorchesky's good faith cooperation with any civil, criminal or administrative investigations or proceedings related to its status as a provider of federally-funded health care programs. A material failure to cooperate shall be treated as a breach of the terms of this CIA.

F. Breach and Default

1. If HHS-OIG believes that Dr. Gorchesky is in material breach of this CIA, HHS-OIG or its duly authorized representatives will notify Dr. Gorchesky of the alleged breach, in writing specifying the circumstances of the alleged breach. A material breach is a failure by Dr. Gorchesky to meet an obligation under this CIA that has a significant, adverse impact on the Medicare and/or Medicaid programs.

2. Dr. Gorchesky will have 30 calendar days from receipt of the notice to demonstrate to HHS-OIG that: (a) he is not in material breach; (b) the material breach has been cured; or (c) the material breach cannot be reasonably cured within 30 calendar days, but that Dr. Gorchesky has taken significant action to cure the material breach and is pursuing such action with reasonable diligence.

3. If, in response, HHS-OIG contends that: (a) Dr. Gorchesky is in material breach and that it is reasonable for such breach to have been cured within 30 calendar days, but Dr. Gorchesky has failed to do so; or (b) that Dr. Gorchesky is in material breach and, although it is not reasonable for such breach to have been cured within 30 calendar days, Dr. Gorchesky has not taken significant action to cure the breach or has not done so with reasonable diligence, it may declare Dr. Gorchesky in default and may take action to exclude him from participation in the Medicare, Medicaid, and all other federal health care programs until such time as the breach is cured.

4. Upon notification of its intent to exclude and as an agreed upon contractual remedy for the resolution of disputes arising under the obligation of this CIA, Dr. Gorchesky shall be afforded review rights comparable to those provided in 42 U.S.C. § 1320a-7(f) and 42 C.F.R. § 1005 as if they applied to the exclusion sought pursuant to this CIA. Specifically, the OIG's determination to seek exclusion shall be subject to review by an HHS administrative law judge (ALJ) in a manner consistent with the provisions in 42 C.F.R. §§ 1005.2-1005.21, except that he shall not have the right to appeal to the Departmental Appeal Board or to federal court. Notwithstanding any provisions of Title 42 of the United States Code or Chapter 42 of the Code of Federal Regulations, the issues in a proceeding for exclusion based on breach of this CIA will be: (a) whether Dr. Gorchesky materially breached one or more of his obligations under the CIA as specified in the notice of breach; (b) whether it was reasonable for such breach to have been cured within 30 calendar days; (c) whether Dr. Gorchesky had taken significant action to cure the breach or had done so with reasonable diligence; and (d) whether such breach was continuing on the date HHS-OIG notified Dr. Gorchesky of its intent to exclude.

5. The review by an ALJ provided for above shall not be considered to be an appeal right arising under any statutes or regulations. Consequently, the parties to this CIA agree that the ALJ's decision shall be considered final for all purposes under this CIA and shall not be appealed either administratively or judicially or otherwise be subject to review by any court or other adjudicative forum. The parties further agree that they hereby waive any right they may have to appeal the ALJ's decision either administratively or judicially or otherwise to any court or other adjudicative forum.

G. Modification

Any modification to this CIA must be made in writing and signed by all the Parties to the CIA.

H. Integration Clause

This CIA embodies the entire agreement and understanding of the Parties with respect to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in this CIA.

IN WITNESS WHEREOF, the parties hereto affix their signatures.

Date

7/9/98

Mark Gorchesky, MD

FOR THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:

Date

7-1-98

Lewis Morris

Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
Department of Health and Human Services